



ATTORNEYS AT LAW
777 EAST WISCONSIN AVENUE
MILWAUKEE, WI 53202-5306
414.271.2400 TEL
414.297.4900 FAX
WWW.FOLEY.COM

WRITER'S DIRECT LINE
414.297.5518
awronski@foley.com EMAIL

CLIENT/MATTER NUMBER
012474-0426

September 11, 2018

Via Email

Charles J Nerko
Vedder Price, P.C.
1633 Broadway, 31st Floor
New York, NY 10019

Re: *Bessemer System Federal Credit Union –Unpaid and Delinquent Invoices*

Dear Charles:

As you know, Elizabeth Haas and I have been retained to represent Fiserv Solutions, LLC (and its affiliates) with respect to all aspects of the current dispute with Bessemer System Federal Credit Union (“Bessemer”). Fiserv hereby renews its demand that Bessemer immediately pay all outstanding and delinquent invoices, including the following:

Invoice Date	Invoice No.	Amount Outstanding	Due Date
05/31/2018	91318571	\$12,632.03	06/30/2018
06/28/2018	91335209	\$12,883.80	07/28/2018
07/30/2018	91351988	\$13,418.69	08/30/2018

In addition, Fiserv’s most recent invoice (91369294) dated August 30, 2018, in the amount of \$12,746.67 is due on or before September 30, 2018. Fiserv hereby demands that Bessemer remit the sum of **\$51,681.19** to satisfy these invoices not later than September 30. If Bessemer fails to remit payment in full by that date, Fiserv intends to pursue an appropriate counterclaim in the action that Bessemer has filed and to seek all available remedies, including the imposition of late fees and attorneys’ fees.

In the past, and most recently in your letter to Ms. Vandamme dated July 18, 2018, you have contended that Bessemer need not pay the amounts clearly due under the Master Agreement, claiming without basis that “Fiserv has been unable to provide any supporting documentation to substantiate its invoices.” As Ms. Vandamme has informed you repeatedly, including in her email dated July 25, 2018, that Fiserv’s invoices charges are based on the express provisions of the Master Agreement. Nonetheless, and despite Bessemer’s failure to request any specific categories of “supporting documentation,” Bessemer has repeatedly attempted to set up its “audit demand” as a pretextual basis for its bad faith failure to pay what it indisputably owes.

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In anticipation of that gambit, Fiserv has reviewed the invoices issued to Bessemer since the beginning of 2018, and is providing that analysis in the accompanying Excel spreadsheet. As the tab “2018 Invoice Analysis” makes clear, there have been only isolated and immaterial billing errors – **each of which has been in Bessemer’s favor.** Specifically, the only “errors” were occasions on which Fiserv under-billed Bessemer; the largest single-month discrepancy was an under-billing of \$61.87; and the aggregate under-billing from January 1, through August 31, 2018 equals \$441.92. Bessemer’s repeated (and completely unsupported) suggestions that Fiserv has been over-billing under the Master Agreement are simply wrong.

Finally, you have previously claimed (including with respect to other clients of yours) to be unable to determine from the Master Agreement what fees are owed for particular services. The spreadsheet contains a “Contract to Invoice Mapping” tab that correlates the relevant provisions of the Master Agreement to specific fees for specific services. (This was not difficult and certainly could have been performed by you or your client with a modicum of effort.)

Fiserv’s analysis substantiates all of Fiserv’s 2018 billings under the Master Agreement and reveals Bessemer’s claims of “over-billing” to be pretextual and without basis. Fiserv does not intend to address any further “audit” demand from Bessemer unless the demand details specific questions regarding specific charges on specific invoices, as Bessemer has no evidence of any billing issues. Neither you nor Bessemer has provided any other explanation for Bessemer’s refusal to pay Fiserv’s outstanding invoices in full. No legitimate explanation exists, and Fiserv expects that Bessemer will make full payment on or before September 30.

Very truly yours,

Andrew J. Wronski

Andrew J. Wronski

cc: Amy L. Vandamme
Elizabeth A.N. Haas